

# BRINDLEE MOUNTAIN

## FIRE APPARATUS

Brindlee Mountain Fire Apparatus  
15410 US 231  
Union Grove, AL 35175

September 8, 2020

Trotwood Fire & Rescue  
3035 Olive Road  
Trotwood, OH 45426

Reference: 2010 Pierce Arrow XT 105' Aerial from Trotwood Fire & Rescue - OH (the "Apparatus")

Richard Haacke,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer Trotwood Fire & Rescue - OH ("Seller") \$278,220 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 10/16/2020. **Seller must communicate acceptance of this offer to BMFA via email or execution of this document on or before 10/16/2020.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 12/31/2020. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA. The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Seller shall provide an aerial test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO")) of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Ohio. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Montgomery County, Ohio.

**Seller:**

**Trotwood Fire & Rescue - OH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BMFA:**

**Brindlee Mountain Fire Apparatus, LLC**

By: Matt Funston  
Name: Matt Funston  
Title: Purchasing Agent  
Date: 9/18/2020

Brindlee Mountain Fire Apparatus  
15410 US-231, Union Grove, AL 35175  
Phone: (256) 776-7786  
[www.FireTruckMall.com](http://www.FireTruckMall.com)